

EXHIBIT 1

Case Number: KC-2017-0250
Filed in Kent County Superior Court
Submitted: 3/8/2017 3:37:40 PM
Envelope: 959717
Reviewer: Andrew D.

STATE OF RHODE ISLAND
KENT, Sc.

SUPERIOR COURT

WESTGATE CONDOMINIUM ASSOCIATION, INC.,)
Plaintiff)

v.)

THE NETHERLANDS INSURANCE CO.)
and LIBERTY MUTUAL GROUP, INC.,)
Defendants)

C.A.No.KC-2017-

PLAINTIFF'S COMPLAINT

Parties And Jurisdiction

1. Plaintiff Westgate Condominium Association, Inc. ("Westgate") is a non-profit corporation organized under the laws of the State of Rhode Island, and having a principal place of business in the City of Warwick, Rhode Island.

2. Westgate is the association of owners of units and common elements and associated property of the Westgate Condominium, situated within the City of Warwick, Rhode Island.

3. Defendant The Netherlands Insurance Co. is an insurance corporation organized under the laws of the State of New Hampshire, and having a statutory place of business in the City of Keene, New Hampshire; a principal place of business in the City of Boston, Massachusetts; and a National Association of Insurance Commissioners ("NAIC") identification number of 24171. The Netherlands Insurance Co. does business in the State of Rhode Island and is licensed and approved as a property and casualty insurance company by said State.

4. Defendant Liberty Mutual Group, Inc. is an insurance holding company organized under the laws of the Commonwealth of Massachusetts and having a principal place of business in the City of Boston in said Commonwealth; is registered to do business in the State of Rhode

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Island, and does business in said State. Defendant The Netherlands Insurance Company, Inc. is, upon information and belief, a subsidiary and/or affiliate of Liberty Mutual Group, Inc. (Both defendants will hereinafter individually and collectively be referred to as "The Netherlands").

5. The Netherlands is subject to the personal jurisdiction of this Court, and the amount in controversy exceeds the statutory minimum for jurisdiction.

6. Venue for this action is properly in Kent County.

Cause of Action

7. Effective on or about January 28, 2015, The Netherlands issued to Westgate a policy of commercial property and casualty coverage for the Westgate Condominium at 752 Quaker Lane in the City of Warwick, Rhode Island, more particularly described as Policy #8830005 (hereinafter, "The Policy").

8. On or about March 11, 2015, Westgate sustained a loss within the coverage of the Policy as a result of a fire that engulfed and caused the destruction of Building C at the Condominium, an insured location under the Policy.

9. Westgate thereafter duly made a claim under the Policy, more particularly described as Claim# 005 486 490 with respect to said loss.

10. The Netherlands has failed and refused to pay the aforesaid claim to the extent required by the terms and conditions of the Policy, including but not limited to, failing to provide reimbursement and payment in the amounts for which such reimbursement and payment is due under the Policy, including but not limited to, amounts attributed to actual hard and soft replacement costs and other sums duly payable under the Policy.

11. The Netherlands has breached the terms and conditions of the Policy, proximately causing Westgate to sustain substantial damages for sums properly payable under the Policy. Its

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failure and refusal to do so has proximately caused Westgate to sustain other and further damages.

12. Westgate has performed its obligations under the terms and conditions of the Policy and is aggrieved by The Netherlands' failure and refusal to do so as aforesaid.

13. The Netherlands is liable to Westgate for breach of contract.

WHEREFORE, Plaintiff demands judgment against defendants for substantial damages in an amount to be proved at trial, together with counsel fees, costs, interest, and such other and further relief as the Court may deem appropriate.

PLAINTIFF DEMANDS TRIAL BY JURY
AS TO ALL ISSUES SO TRIABLE

s/ William R. Landry
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March 8, 2017

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